

**STATE OF ARIZONA
DEPARTMENT OF JUVENILE CORRECTIONS
1624 W. Adams, Phoenix, AZ 85007
NOTICE OF REQUEST FOR QUOTATION**



RFQ# J09009 DUE DATE August 26, 2008 TIME 3:00 pm MST

The terms and conditions on Page 2-3 of this form should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, **FOB destination, inside delivery**. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. **Return the quotation by the above time and date via fax to (602) 542-4992** and mail the signed original to **Arizona Department of Juvenile Corrections, Attn: Linda Conway, RFQ# J09010, 1624 W. Adams, Phoenix, AZ 85007.**

DELIVERY LOCATION: Eagle Point School (EPS) (Items 001-002 and 003A to be delivered to EPS)
26701 South State Route 85 (Items 003B & 003C delivery identified below)
Buckeye, AZ 85326

BACKGROUND: The Arizona Department of Juvenile Corrections (Department) seeks quotes for delivery of metal products for the Eagle Point School security roof project.

Item	Description of Material, Service Construction	Quantity	Unit	Unit Price	Extended Price
001	4' X 8' , ½" 13 gauge, Expanded Metal Mesh, flat, (cut in half lengthwise, making a total of 202 pieces at 2' x 8')	101	EA	\$	\$
002	1" x 1" x 3/16" square tubing, 20 ft lengths	12	EA	\$	\$
003	2" x 2" x ¼" angle Iron (*See quantity per delivery location(s) listed below)	4458*	LF	\$	\$
004	TAX	1	LOT		\$
003A	* 1486 LF to be delivered to: Eagle Point School, 26701 South State Route 85, Buckeye, AZ 85326				
003B	* 1486 LF to be delivered to: Adobe Mountain School, 2800 W. Pinnacle Peak Rd, Phoenix, AZ 85027				
003C	* 1486 LF to be delivered to: Catalina Mountain School, 14500 N. Oracle Road, Tucson, AZ 85738				

% ARIZONA SALES TAX, STATE, COUNTY, AND CITY: _____ %

All questions regarding this Request for Quotation are to be directed to Linda Conway at 602-542-6677.

Delivery shall be made within: _____ Payment Terms: _____

By submitting a quote, in response to this Solicitation, and in accordance with Executive Order 2004-29, I certify that this company is a small business as identified on Page 2, #14.

Signature _____ Printed Name _____ Title _____

Tax License #/Federal Employee Identification # _____ Company Website _____ Contact Website _____

Company Name _____ Address _____

City _____ State _____ Zip _____ Phone _____ Fax _____

Additionally, please identify if you are a: ☐ Women-Owned ☐ Minority Owned business (51% of the organization is controlled by a recognized Woman or minority group). If minority owned business, identify minority:

Your offer is hereby accepted and awarded this _____ day of _____, 2008.

Procurement Administrator _____

Contract Number _____

INSTRUCTIONS TO OFFERORS AND TERMS AND CONDITIONS
RFQ #J09009

1. **SUBMISSION.** **Page 1 of this Request for Quotation** shall be **completed and signed** and returned to the Department's Procurement Office no later than the time indicated.
2. **OPENING.** This is an informal quotation which will not be read at a public opening; however, the information may be publicly reviewed after an award.
3. **STANDARD PROVISIONS.** The State of Arizona's Uniform Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available for review on the Enterprise Procurement Service Office web site www.azspo.az.gov.
4. **TAXES.** The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, shall be indicated in the noted section on the quotation. Identify the tax percent on the line provided. If applicable taxes are not described and itemized on the quote, the State will assume that the price(s) offered includes all applicable taxes.
5. **OFFER REJECTION.** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
6. **OFFER ACCEPTANCE PERIOD.** An Offeror submitting a quote in response to this solicitation shall hold its Offer open for 60 days from the due date stated in this solicitation.
7. **BRAND NAMES.** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
8. **ERASURES.** Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.
9. **UNIT PRICE.** Where applicable, in case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price shall govern.
10. **PAYMENT.** The State will make every effort to process payment for the purchase of goods or services within 30 calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than 30 calendar days shall not be considered.
11. **PAYMENT DISCOUNT.** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of 30 calendar days or more will be deducted from the bid price in determining the low bid. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
12. **ARIZONA PROCUREMENT CODE.** The Arizona Procurement Code (A.R.S. Title 41, chapter 23) and its Rules and Regulations (A.A.C. Title 2, Chapter 7), are made a part of this document as if fully set forth herein. Note A.R.S. Title 41, Chapter 23 and A.A.C. Title 2, Chapter 7 are available for review on the Arizona Enterprise Procurement Service Office web site provided above in Item 3.
13. **AMERICANS WITH DISABILITIES ACT.** People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility; requests for special accommodations must be made with 72 hours prior notice. A person requiring special accommodations may contact the Solicitation Contact Person identified on the first page of this Solicitation.
14. **SMALL BUSINESS SET ASIDE.** In accordance with A.R.S. § 41-2535 this purchase is restricted to small businesses. As defined by A.A.C. R2-7-101(46), a small business is for-profit or not-for-profit organization, including its affiliates, with fewer than 100 full-time employees or gross annual receipts of less than \$4 million for the last complete fiscal year. By submitting a quote in response to this Solicitation, an Offeror certifies that it is a small business as defined above.
15. **FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS.** By signing the Offer, the Offeror warrants that it and all proposed subcontractors are in compliance with Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

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16. OFFSHORE PERFORMANCE OF WORK PROHIBITED. Due to security and identity protection concerns, all services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or score of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State, shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.
17. SOLICITATION AMENDMENTS: The Department is unable to determine what Offerors will be bidding on this solicitation; therefore, prior to Offerors submitting their quote, the Offeror should call the Contract Officer to determine if there are any amendments to this solicitation.
18. CONTRABAND. As defined by A.R.S. § 13-2501, "contraband" means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.) Any person who takes into or out of, or attempts to take into or out of, a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the A.R.S. § 13-2514, et. seq. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property or packages.
19. TOBACCO FREE FACILITY
- 19.1 The Department is dedicated to providing a health and productive work environment for our employees and youth. Due to the hazards of smoking and exposure to second hand smoke and state law prohibiting tobacco use at safe school sites (secure facilities), the Department shall protect our employees and youth from the dangers of smoking in compliance to ARS § 36-601.01, 02.
- 19.2 All Department Contractors, sub-contractors and vendors shall not have tobacco products inside Department secure facilities. All Department Contractors, sub-contractors and vendors shall not use tobacco products on or about Department secure facility properties which include the parking lots. Tobacco products include:
- 19.2.1 Cigarettes;
- 19.2.2 Cigars;
- 19.2.3 Smokeless tobacco;
- 19.2.4 Chewing tobacco;
- 19.2.5 Snuff.
20. INDEMNIFICATION. The Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnity shall not apply if the Contractor or subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.
21. VEHICLE INSPECTION
- 21.1 Contractor/Commercial vehicles shall be inspected prior to entering any facility. Overhead/roll up doors and compartments shall be inspected and kept locked at all times while the vehicle is inside a secured perimeter. The driver shall be requested to declare any contraband/weapons prior to entry which includes but is not limited to cigarettes, sharp items, and cell phones. These items shall be maintained at the Security Office and returned upon exiting the facility as required by Department Policy and Procedure.
- 21.2 Noncompliance with this requirement may result in the loss of the privilege to enter the facility, therefore, may result in contract default and cancellation in accordance Uniform Terms and Conditions.
- 21.3 NOTE: On occasion there will be entry and departure delay times at the facility gate.